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9  
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11  
12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

14 TRADELINE ENTERPRISES PVT.  
LTD.,

15 Plaintiff,

16 v.

17 JESS SMITH & SONS COTTON, LLC;  
18 and J.G. BOSWELL COMPANY,

19 Defendants.

CASE NO.: 2:15-CV-08048 – JAK  
(RAOx)

Hon. John A. Kronstadt

**STIPULATED PROTECTIVE  
ORDER<sup>1</sup>**

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28 <sup>1</sup> This Stipulated Protective Order is substantially based on the model protective order  
provided under Magistrate Judge Rozella A. Oliver's Procedures.

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets and funding terms and other valuable research,, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law.

Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

1           C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

2           The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
3 Protective Order does not entitle them to file confidential information under seal; Local Civil Rule  
4 79-5 sets forth the procedures that must be followed and the standards that will be applied when a  
5 party seeks permission from the court to file material under seal.

6           There is a strong presumption that the public has a right of access to judicial proceedings  
7 and records in civil cases. In connection with non-dispositive motions, good cause must be shown  
8 to support a filing under seal. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172,  
9 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002),  
10 *Makar-Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
11 protective orders require good cause showing), and a specific showing of good cause or  
12 compelling reasons with proper evidentiary support and legal justification, must be made with  
13 respect to Protected Material that a party seeks to file under seal. The parties' mere designation of  
14 Disclosure or Discovery Material as CONFIDENTIAL or HIGHLY CONFIDENTIAL –  
15 ATTORNEYS EYES ONLY does not— without the submission of competent evidence by  
16 declaration, establishing that the material sought to be filed under seal qualifies as confidential,  
17 privileged, or otherwise protectable—constitute good cause.

18           Further, if a party requests sealing related to a dispositive motion or trial, then compelling  
19 reasons, not only good cause, for the sealing must be shown, and the relief sought shall be  
20 narrowly tailored to serve the specific interest to be protected. See *Pintos v. Pacific Creditors*  
21 *Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of information, document, or  
22 thing sought to be filed or introduced under seal in connection with a dispositive motion or trial,  
23 the party seeking protection must articulate compelling reasons, supported by specific facts and  
24 legal justification, for the requested sealing order. Again, competent evidence supporting the  
25 application to file documents under seal must be provided by declaration.

26           Any document that is not confidential, privileged, or otherwise protectable in its entirety  
27 will not be filed under seal if the confidential portions can be redacted. If documents can be  
28 redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or

1 otherwise protectable portions of the document, shall be filed. Any application that seeks to file  
2 documents under seal in their entirety should include an explanation of why redaction is not  
3 feasible.

4  
5 2. DEFINITIONS

6 2.1. Action: this pending federal lawsuit.

7 2.2. Challenging Party: a Party or Non-Party that challenges the designation of  
8 information or items under this Order.

9 2.3. “CONFIDENTIAL” Information or Items: information (regardless of how it is  
10 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
11 of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

12 2.4. “HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY” Information or  
13 Items: extremely sensitive “CONFIDENTIAL” Information or Items, disclosure of which to  
14 another Party or Non-Party would create a substantial risk of serious harm to a Party’s business,  
15 competitive, financial, privacy, or safety interests that could not be avoided by less restrictive  
16 means.

17 2.5. Counsel: Outside Counsel of Record and House Counsel (as well as their support  
18 staff).

19 2.6. Designating Party: a Party or Non-Party that designates information or items that it  
20 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
21 CONFIDENTIAL – ATTORNEYS EYES ONLY.”

22 2.7. Disclosure or Discovery Material: all items or information, regardless of the  
23 medium or manner in which it is generated, stored, or maintained (including, among other things,  
24 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
25 responses to discovery in this matter.

26 2.8. Expert: a person with specialized knowledge or experience in a matter pertinent to  
27 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
28 consultant in this Action.

1           2.9.    House Counsel: attorneys who are employees of a party to this Action. House  
2 Counsel does not include Outside Counsel of Record or any other outside counsel.

3           2.10. Non-Party: any natural person, partnership, corporation, association or other legal  
4 entity not named as a Party to this action.

5           2.11. Outside Counsel of Record: attorneys who are not employees of a party to this  
6 Action but are retained to represent or advise a party to this Action and have appeared in this  
7 Action on behalf of that party or are affiliated with a law firm that has appeared on behalf of that  
8 party, and includes support staff.

9           2.12. Party: any party to this Action, including all of its officers, directors, employees,  
10 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

11          2.13. Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
12 Material in this Action.

13          2.14. Professional Vendors: persons or entities that provide litigation support services  
14 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
15 organizing, storing, or retrieving data in any form or medium) and their employees and  
16 subcontractors.

17          2.15. Protected Material: any Disclosure or Discovery Material that is designated as  
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY.”

19          2.16. Receiving Party: a Party that receives Disclosure or Discovery Material from a  
20 Producing Party.

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22    3.       SCOPE

23           The protections conferred by this Stipulation and Order cover not only Protected Material  
24 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)  
25 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
26 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

27           Any use of Protected Material at trial shall be governed by the orders of the trial judge.  
28 This Order does not govern the use of Protected Material at trial.

1 4. DURATION

2 Once a case proceeds to trial, information that was designated as CONFIDENTIAL,  
3 HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY, or maintained pursuant to this  
4 protective order used or introduced as an exhibit at trial becomes public and will be presumptively  
5 available to all members of the public, including the press, unless compelling reasons supported  
6 by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial.  
7 *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing documents  
8 produced in discovery from “compelling reasons” standard when merits-related documents are  
9 part of court record). Accordingly, the terms of this protective order do not extend beyond the  
10 commencement of the trial.

11  
12 5. DESIGNATING PROTECTED MATERIAL

13 5.1. Exercise of Restraint and Care in Designating Material for Protection. Each Party  
14 or Non-Party that designates information or items for protection under this Order must take care to  
15 limit any such designation to specific material that qualifies under the appropriate standards. The  
16 Designating Party must designate for protection only those parts of material, documents, items or  
17 oral or written communications that qualify so that other portions of the material, documents,  
18 items or communications for which protection is not warranted are not swept unjustifiably within  
19 the ambit of this Order.

20 Mass, indiscriminate or routinized designations are prohibited. Designations that are  
21 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to  
22 unnecessarily encumber the case development process or to impose unnecessary expenses and  
23 burdens on other parties) may expose the Designating Party to sanctions.

24 If it comes to a Designating Party’s attention that information or items that it designated  
25 for protection do not qualify for protection, that Designating Party must promptly notify all other  
26 Parties that it is withdrawing the inapplicable designation.

27 5.2. Manner and Timing of Designations. Except as otherwise provided in this Order  
28 (see, *e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,

1 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
2 designated before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (*e.g.*, paper or electronic documents, but  
5 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
6 affix at a minimum, the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
7 ATTORNEYS EYES ONLY” (hereinafter “CONFIDENTIAL legend”), to each page that  
8 contains protected material. If only a portion of the material on a page qualifies for protection, the  
9 Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate  
10 markings in the margins).

11 A Party or Non-Party that makes original documents available for inspection need not  
12 designate them for protection until after the inspecting Party has indicated which documents it  
13 would like copied and produced. During the inspection and before the designation, all of the  
14 material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –  
15 ATTORNEYS EYES ONLY.” After the inspecting Party has identified the documents it wants  
16 copied and produced, the Producing Party must determine which documents, or portions thereof,  
17 qualify for protection under this Order. Then, before producing the specified documents, the  
18 Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected  
19 Material. If only a portion of the material on a page qualifies for protection, the Producing Party  
20 also must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the  
21 margins).

22 (b) for testimony given in depositions that the Designating Party identifies the Disclosure  
23 or Discovery Material on the record, before the close of the deposition all protected testimony.

24 (c) for information produced in some form other than documentary and for any other  
25 tangible items, that the Producing Party affix in a prominent place on the exterior of the container  
26 or containers in which the information is stored the legend “CONFIDENTIAL” or “HIGHLY  
27 CONFIDENTIAL – ATTORNEYS EYES ONLY.” If only a portion or portions of the  
28

1 information warrants protection, the Producing Party, to the extent practicable, shall identify the  
2 protected portion(s).

3 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
4 designate qualified information or items does not, standing alone, waive the Designating Party's  
5 right to secure protection under this Order for such material. Upon timely correction of a  
6 designation, the Receiving Party must make reasonable efforts to assure that the material is treated  
7 in accordance with the provisions of this Order.

8  
9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of  
11 confidentiality at any time that is consistent with the Court's Scheduling Order.

12 6.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution  
13 process under Local Rule 37.1 et seq.

14 6.3. The burden of persuasion in any such challenge proceeding shall be on the  
15 Designating Party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass  
16 or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party  
17 to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality  
18 designation, all parties shall continue to afford the material in question the level of protection to  
19 which it is entitled under the Producing Party's designation until the Court rules on the challenge.

20  
21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

22 7.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
23 produced by another Party or by a Non-Party in connection with this Action only for prosecuting,  
24 defending or attempting to settle this Action. Such Protected Material may be disclosed only to  
25 the categories of persons and under the conditions described in this Order. When the Action has  
26 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL  
27 DISPOSITION).



1 Protected Material must be stored and maintained by a Receiving Party at a location and in  
2 a secure manner that ensures that access is limited to the persons authorized under this Order.

3 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered  
4 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
5 information or item designated “CONFIDENTIAL” only to:

6 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees  
7 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information  
8 for this Action;

9 (b) the officers, directors, and employees (including House Counsel) of the Receiving  
10 Party to whom disclosure is reasonably necessary for this Action;

11 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
12 reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement  
13 to Be Bound” (Exhibit A);

14 (d) the court and its personnel;

15 (e) court reporters and their staff;

16 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom  
17 disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and  
18 Agreement to Be Bound” (Exhibit A);

19 (g) the author or recipient of a document containing the information or a custodian or  
20 other person who otherwise possessed or knew the information;

21 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom  
22 disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign  
23 the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential  
24 information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A),  
25 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed  
26 deposition testimony or exhibits to depositions that reveal Protected Material may be separately  
27 bound by the court reporter and may not be disclosed to anyone except as permitted under this  
28 Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the court and its personnel;

(d) court reporters and their staff;

(e) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(g) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

## 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY” that Party must:

1 (a) promptly notify in writing the Designating Party. Such notification shall include a  
2 copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order to issue in the  
4 other litigation that some or all of the material covered by the subpoena or order is subject to this  
5 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

6 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
7 Designating Party whose Protected Material may be affected.

8 If the Designating Party timely seeks a protective order, the Party served with the subpoena  
9 or court order shall not produce any information designated in this action as “CONFIDENTIAL”  
10 or “HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY” before a determination by the  
11 court from which the subpoena or order issued, unless the Party has obtained the Designating  
12 Party’s permission. The Designating Party shall bear the burden and expense of seeking  
13 protection in that court of its confidential material and nothing in these provisions should be  
14 construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
15 directive from another court.

16  
17 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS  
18 LITIGATION

19 (a) The terms of this Order are applicable to information produced by a Non-Party in this  
20 Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS  
21 EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is  
22 protected by the remedies and relief provided by this Order. Nothing in these provisions should be  
23 construed as prohibiting a Non-Party from seeking additional protections.

24 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-  
25 Party’s confidential information in its possession, and the Party is subject to an agreement with the  
26 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

27 (1) promptly notify in writing the Requesting Party and the Non-Party that some or  
28 all of the information requested is subject to a confidentiality agreement with a Non-Party;

1 (2) provide the Non-Party with a copy of the Stipulated Protective Order in this  
2 Action, the relevant discovery request(s), and a reasonably specific description of the information  
3 requested; and

4 (3) make the information requested available for inspection by the Non-Party, if  
5 requested.

6 (c) If the Non-Party fails to seek a protective order from this court within 14 days of  
7 receiving the notice and accompanying information, the Receiving Party may produce the Non-  
8 Party's confidential information responsive to the discovery request. If the Non-Party timely  
9 seeks a protective order, the Receiving Party shall not produce any information in its possession or  
10 control that is subject to the confidentiality agreement with the Non-Party before a determination  
11 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
12 expense of seeking protection in this court of its Protected Material.

13  
14 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

15 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
16 Material to any person or in any circumstance not authorized under this Stipulated Protective  
17 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the  
18 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected  
19 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the  
20 terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and  
21 Agreement to Be Bound" that is attached hereto as Exhibit A.

22  
23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
24 MATERIAL

25 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
26 produced material is subject to a claim of privilege or other protection, the obligations of the  
27 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
28 provision is not intended to modify whatever procedure may be established in an e-discovery order

1 that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence  
2 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a  
3 communication or information covered by the attorney-client privilege or work product protection,  
4 the parties may incorporate their agreement in the stipulated protective order submitted to the  
5 court.

6  
7 12. MISCELLANEOUS

8 12.1. Right to Further Relief. Nothing in this Order abridges the right of any person to  
9 seek its modification by the Court in the future.

10 12.2. Right to Assert Other Objections. By stipulating to the entry of this Protective  
11 Order, no Party waives any right it otherwise would have to object to disclosing or producing any  
12 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
13 Party waives any right to object on any ground to use in evidence of any of the material covered  
14 by this Protective Order.

15 12.3. Filing Protected Material. A Party that seeks to file under seal any Protected  
16 Material must comply with Local Civil Rule 79-5. Protected Material may only be filed under  
17 seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If  
18 a Party's request to file Protected Material under seal is denied by the court, then the Receiving  
19 Party may file the information in the public record unless otherwise instructed by the court.

20  
21 13. FINAL DISPOSITION

22 After the final disposition of this Action, as defined in paragraph 4, within 60 days of a  
23 written request by the Designating Party, each Receiving Party must return all Protected Material  
24 to the Producing Party or destroy such material. As used in this subdivision, "all Protected  
25 Material" includes all copies, abstracts, compilations, summaries, and any other format  
26 reproducing or capturing any of the Protected Material. Whether the Protected Material is  
27 returned or destroyed, the Receiving Party must submit a written certification to the Producing  
28 Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that

(1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

Dated: July 5, 2020

**QUINN EMANUEL URQUHART  
& SULLIVAN, LLP**

By: /s/ Paul Slattery.

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Dated: July 5, 2020

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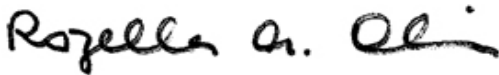
Dated: July 5, 2020

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Dated: July 15, 2019



HON. ROZELLA A. OLIVER  
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issued by the United States District Court for the Central District of California  
7 on \_\_\_\_\_ in the case of Tradeline Enterprises Pvt. Ltd. v. Jess Smith & Sons  
8 Cotton, LLC, et al, Case No. 2:15-CV-08048 – JAK (RAOx). I agree to comply  
9 with and to be bound by all the terms of this Stipulated Protective Order and I  
10 understand and acknowledge that failure to so comply could expose me to sanctions  
11 and punishment in the nature of contempt. I solemnly promise that I will not  
12 disclose in any manner any information or item that is subject to this Stipulated  
13 Protective Order to any person or entity except in strict compliance with the  
14 provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court  
16 for the Central District of California for enforcing the terms of this Stipulated  
17 Protective Order, even if such enforcement proceedings occur after termination of  
18 this action.

19 I hereby appoint \_\_\_\_\_ [print or type full name] of  
20 \_\_\_\_\_ [print or type full address and telephone  
21 number] as my California agent for service of process in connection with this action  
22 or any proceedings related to enforcement of this Stipulated Protective Order.

23 Date: \_\_\_\_\_

24 City and State where sworn and signed:

25 \_\_\_\_\_

26 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_

28